

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:  CELSIUS NETWORK LLC, <i>et al.</i> , <sup>1</sup>  Debtors.	Chapter 11  Case No. 22-10964 (MG)  Jointly Administered
CELSIUS NETWORK LIMITED,  Plaintiff,  v. STAKEHOUND SA,  Defendant.	Adversary Proceeding No. 23-01138 (MG)

**JOINT STIPULATION BETWEEN PLAINTIFF CELSIUS NETWORK LIMITED  
AND DEFENDANT STAKEHOUND SA**

This stipulation (“Stipulation”) is entered into by and among Plaintiff Celsius Network Limited (“Celsius”) and Defendant StakeHound S.A. (“StakeHound”) in the above-captioned adversary proceeding. The parties agree and stipulate as follows:

1. During the period (the “Period”) extending through the date that is seven (7) days from the date set forth below, StakeHound will not sell or transfer or otherwise dispose of tokens (including ETH, DOT and MATIC) and associated rewards that are the subject of this litigation (the “Subject Property”), subject to the notice and objection procedures described below. The Period is subject to extension only by (i) agreement of the parties, or (ii) further order of the Court.

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<sup>1</sup> The Debtors in these chapter 11 cases (the “Chapter 11 Cases”), along with the last four digits of each Debtor’s federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd. (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The Debtors’ service address in these Chapter 11 Cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

2. In the event StakeHound needs to sell, transfer or otherwise dispose of any of the Subject Property, StakeHound shall provide three (3) days' notice to Celsius (email to undersigned counsel being sufficient).

3. Upon objection from Celsius during the notice period (email to undersigned counsel being sufficient), the parties shall negotiate in good faith to resolve the objection. If a resolution is reached by the close of the notice period, StakeHound may proceed consistent with such resolution. If no resolution is reached during the notice period, the parties agree to a hearing before the Court on shortened notice to resolve the objection.

4. The parties agree to the conditions above solely to facilitate further negotiations among the parties with respect to an appropriate scheduling stipulation and/or case management and scheduling order, and their agreement to this Stipulation shall not prejudice either party's position in such discussions in any way. For the avoidance of doubt, the parties' agreement to the terms set forth in this Stipulation shall be subject to a full reservation of their respective rights, remedies, claims and defenses, including, without limitation, StakeHound's defense regarding this Court's personal jurisdiction over StakeHound and any other defenses StakeHound may raise pursuant to Rule 12 of the Federal Rules of Civil Procedure (made applicable to these proceedings by Rule 7012 of the Federal Rules of Bankruptcy Procedure).

*[Signature page follows.]*

**SO STIPULATED:**

Date: August 10, 2023  
New York, New York

/s/ Mitchell P. Hurley

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